

**DEPARTMENT OF VETERAN AFFAIRS
VA101-06-RP-0104
REQUEST FOR PROPOSAL**

**ACQUISITION OPERATIONS SERVICE
810 VERMONT AVENUE, NW
WASHINGTON, DC 20420**

SOLICITATION NUMBER: VA101-06-RP-0104

ISSUE DATE: 14 JUNE 2006 (Due to technical difficulties RFP reposted on 6/15/06)

PROPOSAL DUE: 26 JUNE 2006 @ 12:00 PM EST

PERIOD OF SERVICES: ONE (1) YEAR, PLUS FOUR (4) OPTIONS YEARS

**SEND OR HAND CARRY
PROPOSALS TO:
(As Required by Hard Copy
Submission)**

**DEPARTMENT OF VETERANS AFFAIRS
ACQUISITION OPERATIONS SERVICES (049A3)
810 VERMONT AVENUE, NW
WASHINGTON, DC 20420**

**SEND ELECTRONIC COPY TO: vaco049a3cp@va.gov
(As required by Electronic Copy
Submission)**

**CONTRACTING SPECIALIST: CHRISTOPHER BURROUGHS
Chris.Burroughs@va.gov**

**CONTRACTING OFFICER: CHRISTOPHER BURROUGHS
Chris.Burroughs@va.gov**

NOTICE TO OFFERORS

VA101-06-RP-0104

THIS ACQUISITION IS 100% SET-ASIDE FOR SMALL BUSINESS; IT IS BEING RELEASED PRIOR TO MANDATORY POLICY AND LEGAL REVIEW AND WILL BE SUBJECT TO THE RESULTS OF THE REVIEW INCLUDING POSSIBLE CANCELLATION.

COMPLETION OF SOLICITATION REQUIREMENTS

Ensure all forms and additional information is completed in their entirety. Verify calculations before signing the proposal.

Only one (1) award will result from this solicitation. Split awards will not be considered. All responses to this solicitation must be on an "ALL OR NONE BASIS."

The Successful Offeror must demonstrate that they will provide 51% of the services required.

PROMPT PAYMENT DISCOUNT

You are reminded that Block 12 of the SF1449, Solicitation/Contract/Offeror for Commercial Items, is to be used to offer prompt payment discounts (payment of invoices in less than the standard payment terms set forth in the Prompt Payment clause). It is at the government's discretion if prompt discounts are taken.

CONTRACT CLAUSES

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and local regulation supplements thereto are incorporated in this document by reference and in full text. Those incorporate by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be in numbered sequence, but may not necessarily appear in consecutive order.
- (c) Prospective offerors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> as required by FAR 4.1200 for FAR Clause 52.212-3. Offeror is required to provide a completed copy of FAR Clause 52.212-3, Offeror Representations and Certifications-Commercial Items with their proposal.
- (d) Prospective Offerors are required to complete registration in the Central Contractor Registration (CCR) database in accordance with FAR 4.1102.
- (e) FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, and Addendum 1, Instructions to Offerors will be physically removed from any resultant award.
- (f) Addendum items are a part of this solicitation and are denoted by "addendum" in the clause or provision.

The Proposal Due Date is June 23, 2006, by 3:00 p.m. Eastern Standard Time.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 20	
2. CONTRACT NO. N/A		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA 101-06-RP-0104	
6. SOLICITATION ISSUE DATE JUNE 23 2006		7. FOR SOLICITATION INFORMATION CALL		a. NAME CHRISTOPHER BURROUGHS		b. TELEPHONE NO. (No collect calls) (202) 273-8765	
8. OFFER DUE DATE/LOCAL TIME N/A		9. ISSUED BY U.S. Department of Veterans Affairs Acquisition Operations Service 810 Vermont Avenue, NW Washington, DC 20420		10. THIS ACQUISITION IS <input checked="" type="radio"/> UNRESTRICTED <input type="radio"/> SET ASIDE: 100 % FOR <input type="radio"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS 8(a) NAICS: 621498 SIZE STD: \$9 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFQ <input type="checkbox"/> IFB <input type="checkbox"/> x RFP	
12. DISCOUNT TERMS Discount: % Days: Net Due:		15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY See Block 9			
17a. CONTRACTOR/OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Austin Finance Center P.O. Box 149971 Austin, TX 78714			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE <i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

SECTION II

SCHEDULE OF SUPPLIES/SERVICES

1. SUPPLIES AND/OR SERVICES TO BE FURNISHED

a. The purpose of this contract is to acquire Health, Wellness and Fitness Center operations services under NAICS code 621498, however in addition to maintaining 4 wellness centers there is a requirement for the fitness center (which is maintained under the Office of Health and Wellness). The fitness center support is considered collateral to the primary requirement of wellness (medical) support due to the proportional dollar value and is included because (1) it is funded only by memberships fees and may not draw viable interested parties as a stand alone and (2) the combination within one award provides for ease of administration. The successful Offeror will provide occupational health, wellness, Employee Assistance Program and fitness center operations services for the Department of Veterans Affairs Central Office employees and contractor personnel employed at the Central Office. This requirement also includes fitness services for an affiliated federal agency (The Executive Office of the President). Employees will receive, if they elect, emergency medical treatment, including diagnosis and initial treatment of illness or injury that becomes necessary during work hours, whether or not such injury or illness was sustained by a government or contractor employee while in the performance of their official duties. There are three (3) components to the services to be provided: (1) Fitness Center Operations; which provides employees the opportunity to maintain physical fitness under the supervision of trained fitness staff, (2) Wellness Centers; which provides short term medical assistance to employees who become ill or injured while at work, and (3) Health screening services and physical examinations to employees in grades GS-14 and above who are 40 years of age and older

b. This is a Fixed Price hybrid with an AD HOC time and material CLIN.

Requirement is inclusive of all services in the Statement of Objectives. The contractor is required to provide a definitive Management Plan which will include a Quality Assurance Surveillance Plan, approach for maintaining supply levels, staffing approach and proposed incentives or recommendations for enhancing the operation of the facilities. The contractor will provide individual pricing for all facilities on a monthly price.

c. AD HOC CLIN for requirements associated with medical support. The purpose of this provision is to allow the Government to acquire service and materials that may arise due to emergencies that are not specifically foreseeable but may occur such as outbreaks requiring mass inoculations or emergency medical assistance due to riot, storm bombing etc. Upon written direction from any authorized person (emergency on site commander or designated representative) the contractor shall continue to work. Contractors pricing for this CLIN should include: a listing of per hour rates per position, per each pricing for physical examinations (annual physicals for more senior staffing), a listing of pricing for typical mass inoculations i.e, Avian Flu, General Flu. This will provide for an easier assessment of pricing for competition and future use of the CLIN. The ad hoc CLIN will be capped at \$40,000 per year for competition purposes (All contractors will cite the same value for the CLIN). Additional funds will be provided as required.

2. PRICING OF ANNUAL PERIODS

Firm Fixed Price Services. Each Offeror shall provide pricing for each facility by month and then in per year groupings. All pricing with the exemption of the AD HOC CLIN will be firm fixed price and include: General and Administrative costs, profit, and ODC's to include supplies identified in the requirement. Salaries for those positions not determined to be professional must follow the attached

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Labor Determination issued by the Administrator, Wage and Hour Division, U.S. Department of Labor. The minimum wage rates and fringe benefits are detailed in Wage and Hour Determination No. 94-2103 (included in Section V of this solicitation).

Each Offeror shall identify the base year "Total Price" for the estimated cost of other materials and supplies detailed in the Offerors detailed pricing schedule for the 12 month period.

3. PRICING OF OPTIONS

(a) Options shall be priced using the procedure for pricing the base period.

(b) Offerors are permitted to escalate offered prices for option years. However, if the wage grade rates change during the course of the contract to a rate above the contractor's proposed rate, the only equitable adjustment that will be allowed under the contract will be to allow for the difference in the new and old wage grade rates as prescribed by the Administrator, Wage and Hour Division, U.S. Department of Labor. If the rate changes below the contractor's proposed rates, no equitable adjustment will be allowed.

(c) In the event the option(s) are exercised by the Government, the contract price(s) will be adjusted in accordance with the clause entitled FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)(See Section III). In accordance with the Fair Labor Standards Act and Service Contract Act, the Contractor shall submit to the Government payroll data or other necessary documents from the previous contract period (not required for exempt employees). As a minimum, the documentation shall include the following:

- 1 Actual wages paid to each employee, listed by employee, in the prior contract period, including the actual hourly wage rate (unburdened) for each employee.
2. Documentation supporting fringe benefit cost paid in the previous contract period.
3. Documentation supporting accompanying payroll tax rate increases (if applicable).
4. Data supporting the actual health and welfare (H&W) premiums or data supporting actual cost for equivalent benefits paid by the Contractor (required if Wage Determination H&W rate adjustment is applicable).

Note: The fitness center is paid by membership dues. There are currently 300-450 members. The contractor is encouraged to increase the participation of the center through campaigns and offerings. Very Special classes may be provided at additional cost to members. Standard membership rate may not increase without the permission of the government.

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SECTION III

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEPT 2005 (IAW FAR 12.301(b)(3))

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEPT 2005)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

Invoice. (addendum) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the following address:

Austin Finance Center
P.O. Box 149971
Austin, TX 78714

The Contract Specialist (CS) and the Contracting Officer's Technical Representative (COTR) must be sent a copy of all invoices.

An invoice must include --

Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(i) *Payment*.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

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(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

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SECTION III

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS Required to Implement Statutes or Executive Orders – Commercial Items (IAW FAR Part 12.301(b)(4))

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

☒ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

☒ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

☒ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (Jan 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

☐ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☒ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☒ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

(IAW FAR 22.1006(b))

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**This Statement is for Information Only:
It is not a Wage Determination**

EMPLOYEE CLASSIFICATION

MONETARY WAGE - FRINGE BENEFITS

Licensed Practical Nurse I	GS-06
Licensed Practical Nurse II	GS-07
Licensed Practical Nurse III	GS-08
Medical Record Clerk	GS-05
Medical Record Technician	GS-06

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Nursing Assistant I	GS-02
Nursing Assistant II	GS-02
Nursing Assistant III	GS-03
Nursing Assistant IV	GS-04
Registered Nurse I	GS-10
Registered Nurse II	GS-11
Registered Nurse II, Specialist	GS-11
Registered Nurse III	GS-12
Registered Nurse III, Anesthetist	GS-12
Registered Nurse IV	GS-13
Recreation Specialist	GS-08
Fringe Benefit	32%

(End of Clause)

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

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(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

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SECTION III

ADDITIONAL CONTRACT CLAUSES, TERMS AND CONDITIONS (ADDENDA)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACT PERSONNEL JAN 2006
(IAW FAR 4.1301)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES NOV 1999
(IAW FAR 17.208(f))

Written notice will be provided to the Contractor within 30 days before contract expires.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR 2000
(IAW FAR 17.208(g))

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided, the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days

(c) duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, and 6 months.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES FEB 1997
(IAW FAR 22.103-5(a))

52.222-46 Evaluation of Compensation For Professional Employees FEB 1993

52.224-1 PRIVACY ACT NOTIFICATION APR 1984
(IAW FAR 24.104(a))

52.224-2 PRIVACY ACT APR 1984
(IAW FAR 24.104(b))

52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION JAN 1997
(IAW FAR 28.310)

52.232-18 AVAILABILITY OF FUNDS APR 1984
(IAW FAR 32.705-1(a))

52.233-2 SERVICE OF PROTEST AUG 1996
(IAW FAR 33.106(a))

(1) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be serviced on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the;

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Department of Veterans Affairs
Acquisition Operation Service (049A3)
810 Vermont Avenue, NW
Washington, DC 20420

(2) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

52.237-1	SITE VISIT (IAW FAR 37.110(a))	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (IAW FAR 37.110(b))	APR 1984
52.237-3	CONTINUITY OF SERVICES (IAW FAR 37.110(c))	JAN 1991
52.245-2	Government Furnished Property (IAW 45.106(b)(1))	MAY 2004
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (IAW FAR 52.107(a))	FEB 1998

The full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

52.252-2	CLAUSES INCORPORATED BY REFERENCE (IAW FAR 52.107(b))	FEB 1998
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The full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

Department of Veterans Affairs Clauses and Provisions (Veterans Affairs Acquisition Regulation)

852.233-71 Alternate Protest Procedure.

ALTERNATE PROTEST PROCEDURES (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW, Washington, DC 20420, or, for solicitations issued by the Office of Facilities Management, the Chief Facilities Management Officer, Office of Facilities Management, 810 Vermont Avenue, NW, Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

852.237-7 Indemnification and Medical Liability Insurance.

INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 1996)

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a. It is expressly agreed and understood that this is a non-personal services contract, as defined in [Federal Acquisition Regulation \(FAR\)](#) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: **\$1,000,000**. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

b. An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health-care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph [\(a\)](#) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance. The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any

cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

c. The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

d. The Contractor shall insert the substance of this clause, including this paragraph [\(e\)](#), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph [\(a\)](#) of this clause.

(End of Clause)

852.270-4 Commercial advertising.

COMMERCIAL ADVERTISING (NOV 1984)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

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CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

STATEMENT OF OBJECTIVES (SOO)

LIST OF ATTACHMENTS

Past Performance Questionnaire
List of Government Provided equipment
Labor Rates

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STATEMENT OF OBJECTIVES

**Department of Veterans Affairs
Office of Administration
Occupational Health, Wellness and Fitness**

STATEMENT OF OBJECTIVE (June 10, 2006)

BACKGROUND

The Department of Veterans Affairs, Office of Administration is responsible for occupational health, wellness, and fitness services sensitive to the needs of employees at the work locations covered under this contract. These services will improve the health status and quality of life in our employees by assisting them in reducing their health risks through assessment, education, goal setting and referrals. Program evaluations will demonstrate increased morale and productivity and a reduction in health care related costs.

As a general overview, the services provided by the VA's health and wellness centers (Health Units) under this contract include emergency treatment, fitness-for-duty examinations, preventive health screening examinations, treatment and/or assessment of on-the-job illnesses and injuries, authorization for emergency medical treatment at another facility, employee health maintenance examinations, general medical services which help keep employees at work, and the administration of allergy shots and other immunizations, etc.,

A full-service Employee Assistance Program (EAP) is another major component of this contract. The EAP focuses on short-term counseling, problem solving, referral, and follow-up services for any employee whose problem(s) may include, but are not limited to financial, legal, marital, job stress, chemical dependency, substance abuse, parenting, grief, sexuality, eating, gambling, emotional, and violence.

The Fitness Center serves the needs and interests of a membership which ranges from 300 to 450 employees. Professional, responsive and personalized services are offered through a variety of fitness options, e.g., aerobic and abdominal strengthening classes, yoga, etc., Knowledgeable and friendly staff is available to assist and ensure that every member receives all the benefits the Fitness Center has to offer. Since funding for the VA Fitness Center is completely dependent on membership fees, the Physical Fitness Program Coordinator shall use a variety of marketing strategies to promote the use of the Fitness Center by VA employees.

GENERAL REQUIREMENTS

The contractor shall provide all labor and materials necessary to provide the Occupational Health and Wellness Services in accordance with the terms and conditions stated herein. This Statement of Objective is broken down into two (2) sections: Occupational Health, Wellness and Fitness Centers.

The following is an estimate of the number of VA Central Office (VACO) employees who can receive services at the following four (4) Washington, DC locations:

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<u>Location</u>	<u>VA Employees</u>
(1) 810 Vermont Avenue, NW, (VA Central Office);	3,113
(2) 801 I Street, NW, (TechWorld);	263
(3) 1722 I Street, NW; and	275
(4) 1800 G Street, NW.	859

The total average number of visits to the Wellness Units is approximately 1,291 employees per month. The total average number of visits to the Fitness Center (810 Vermont Avenue, NW, DC) is approximately 1,089 per month. Additional historical information on services provided will be available during the site visit.

The contractor shall also be responsible for the operation of a Fitness Center to include complete fitness records, supplies, and oversight of all special fitness programs sponsored by VA (e.g., National Fitness Month, Race for the Cure, etc.). The Fitness Center is located at 810 Vermont Avenue, NW, Washington, DC.

STANDARDS OF PERFORMANCE FOR HEALTH AND FITNESS OPERATIONS

The standards of performance (professional, ethical, and technical) necessary for conducting this program shall require the assignment and utilization of only those personnel whose performance will conform to the highest standards and ethics of the medical and health professions. Since the contractor will be interacting with agency personnel on a daily basis, the staff shall conduct themselves in a professional manner consistent with the expectations of the professions reflected in the statement of objective. The Contractor shall obey, abide by and comply with all Federal, State and local laws, as applicable to the work performed hereunder. Any behavior on the part of the contractor that constitutes actual or apparent misconduct may be cause for termination of the contract. Personal business may not be conducted while working on-site. Government property and or supplies such as photocopy machines, telephones, computers, envelopes, etc., shall not be used for conducting personal business.

TYPE OF CONTRACT

This will be a firm Fixed Price Hybrid Contract with an Ad Hoc time and material CLIN for exceptional occurrences. The total life of the contract if all options are used is five years (a one year base term and four one-year options).

Work at the Government site shall not take place on Federal holidays or weekends.

There are ten (10) Federal holidays set by law ([USC Title 5 Section 6103](#)):

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

If any of the above fall on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

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The other six are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

TRAVEL

Travel will not be required during the course of this contract.

CONTRACT AWARD MEETING

The Contractor shall not commence performance on this requirement until the VA's Contracting Officer has conducted a kick-off meeting or has advised the vendor that the kick-off meeting has been waived.

CHANGES TO STATEMENT OF OBJECTIVES

Any changes to this SOO shall be authorized and approved only through written correspondence from the Contracting Officer (CO). A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor.

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STATEMENT OF OBJECTIVE, Part 1 Occupational Health (On site Wellness Units)

PLACE OF PERFORMANCE

The Contractor shall provide the personnel, management, and supervision to conduct a comprehensive program of occupational medicine for the Department of Veterans Affairs Central Office employees served under this contract at four (4) locations:

- (1) 810 Vermont Avenue, NW, DC
- (2) 801 I Street, NW, DC
- (3) 1722 I Street, NW, DC, and
- (4) 1800 G Street, NW, DC

SCOPE

The contractor shall provide the necessary personnel, management, supervision, supplies, and medical equipment (if needed in addition to the current Government provided equipment), conduct a comprehensive program of occupational health and wellness which includes on-the-job injuries or illnesses, various screenings, health risk appraisals, examinations, health fitness, employee assistance programs, profiles and counseling, as described in the following sections for the Department of Veterans Affairs (VA). The contractor shall also provide emergency only medical services for other contract personnel and visitors at all of the federal Government locations as required.

OBJECTIVES

I. The following objectives are mandatory:

- a) Hours of Operation:
 - Except federal Government holidays, building closures, or early dismissals, the employee health and wellness centers (Health Units) shall be open Monday through Friday from 7:30 a.m. to 4 p.m.
 - The health and wellness centers shall not be closed at lunchtime.
- b) Maintain all records as confidential and ensure services are conducted with HIPPA disclosure advisements as required.
- c) Maintain an emergency medical kit including an Automatic External Defibrillator (AED) or current approved technological upgrade.
- d) The medical director shall provide the contract medical staff with written procedures (protocol) for the use of basic life support, including the use of an AED as well as situations which require referral to the nearest emergency room or telephone call to 911.
- e) The contractor shall be responsible for the appropriate handling, labeling, storage and disposal of biohazard waste products
- f) The contractor, if necessary, may be required to provide services beyond regular scheduled hours. (In such a case, the contractor will receive a written request from an authorized person, for the services which will be invoiced under AD HOC CLIN).

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- II. The selected contractor will provide all resources necessary to accomplish the objectives as described in this SOO except as may be otherwise noted. The vendor is to:
- a) Provide Non-emergency services, for example: the physician will examine and/or counsel employees, provide consultative services to agencies, administer medications, assist employees in identifying an outside practitioner when necessary.
 - b) Act as an aid in preventing and controlling health risks. For example, appraising and reporting work environment health hazards brought to the physician's attention through any illness or injury presented to the physician which may have resulted from a hazardous or unhealthy condition in the building.
 - c) Provide health education counseling to promote employees' well being, for example, non-smoking programs, stress management, alcoholism and drug abuse.
 - d) Provide disease screening examinations, for example, blood pressure reading for hypertension and skin tests, vision screening
 - e) Administer voluntary immunizations, as part of agency sponsored program, i.e. flu shots and travel immunizations
 - f) Administer and/or monitor treatment and medications furnished by the employee and prescribed in writing by the employee's personal physician
 - g) Provide fitness for duties examinations and clearance, i.e. by clarifying or interpreting medical terminology, such as, employee's private physician medical report that can influence employee's performance and/or issues of medical fitness with respect to reasonable accommodations of an allegedly handicapping condition.
 - h) Provide treatment for occupational injuries that becomes necessary during work hours, and follow the defined procedures as set by the Federal Employees Compensation Act (5 U.S.C. 8101 et seq.) where necessary
 - i) Monitor the employees who are considered to be at "special risk" in order to safeguard against the development of illness or injury, i.e.
 - Pregnant women,
 - Hypersensitive employees,
 - Individuals with temporary medical conditions,
 - Individuals who have returned to work following serious illnesses such as heart attack or stroke, and short term and long term disability cases, or
 - Employees who receive fitness for duty examinations.
 - j) Conduct complete physical examinations, and fitness for duty examinations for the federal Government employees as identified by the Agency
 - k) Assist in collecting and securing samples, i.e. urine, for the Drug Testing Program

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- l) Develop an active and highly visible Employee Assistance Program (EAP). The EAP will be a work-site based program designed to assist the VA in addressing productivity issues, and identifying and resolving employee concerns including, but not limited to: health, marital, family, financial, alcohol, drug, legal, emotional, stress or other personal issues that may affect job performance.
- m) Provide reoccurring supplies necessary to service patients as a supporting on-site wellness unit and to maintain documentation for reports and oversight. The following is a sample listing of supplies. All instances of massive issue vaccines where outbreak/application cannot be predetermined will be provided under the AD HOC CLIN.

- | | |
|--------------------------------------|--------------------------|
| 1. Disposable gloves | 13. Pepto-bismol |
| 2. Tylenol | 14. Thermometer |
| 3. Ear drops | 15. TB Skin Tests |
| 4. Allergy syringes | 16. Bactrim |
| 5. Tetanus Toxiod | 17. Sulfacetamide |
| 6. Electrode for EKG | 18. Parafon Forte, etc., |
| 7. Penicillin/Amoxicillin/Ampicillin | 19. Hearing Device |
| 8. Erythromycin | 20. Otoscope |
| 9. Band-Aids | 21. Ophthalmalscope |
| 10. Paper Examining Gowns | 22. Stethoscope |
| 11. Ibuprofen | |
| 12. Maalox | |

Note: The contractor is not required to provide the “brand names” listed above. Comparable brands (e.g. generic supplies with the same specifications and/or ingredients) will be adequate for the supplies provided under this contract.

MAINTENANCE OF RECORDS:

The Contractor shall maintain secure and accurate records of all Government employee files during the performance of this contract. All records belong to the Department of Veterans Affairs. The contractor shall adhere to the requirements of HIPPA guidelines.

DELIVERABLES

All deliverable(s) generated from work performed under this SOO shall be prepared using the Microsoft Office suite of applications. Progress reports relating to deliverable(s) shall be prepared using the Microsoft Office suite of applications. See Matrix for details

- 1. Monthly Work Achievement Report: The Contractor shall submit a Monthly Work Achievement Report to the COTR that contains information as set forth below on or before the 10th of the each month. At a minimum the report will contain:
 - a. Number of patients treated for the previous month for each health unit
 - b. Categories of treatment
 - c. Number and type of physical examinations
 - d. Number and type of counseling incidents
 - e. Number and type of screening programs
 - f. Number and type of health education programs

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- g. Significant events of interest to medical management personnel
 - h. Number and type of Office of Workers Compensation Program (OWCP) incidents (reflecting number of OSHA Forms filed)
- 2. Action Reports: The Contractor shall prepare an action report for instances: actions that appear to present a developing trend (such as several employees being injured in a short period), may be precursory to harm (such as employee threats or erratic behavior that appears unpredictable), or actions that are cited as applicable to the AD HOC CLIN. Equipment failure and required repair will also be placed on action reports.
- 3. Contractor End of Period Report: The Contractor shall submit a end of period report 45 days before the beginning of each option year. This report shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The VA will review the Contractor's report as part of their evaluation of the Contractor's management during the period.
- 4. Annual Equipment Condition Report: The Contractor shall submit an annual report to the COTR indicating the condition of all Government furnished equipment as listed in this contract, and shall make recommendations for repair or replacement of the equipment as appropriate.
- 5. Final Report: The contractor shall jointly prepare a inventory for all sites upon expiration of the award. The contractor may either prepare a bill for residual supplies or remove supplies residual supplies (belonging to the contractor). Supplies left in place will be fresh stock using standard inventory principals.

GENERAL REQUIREMENTS

Personnel Qualifications (Health and Wellness):

- 1. The Contractor shall provide fully qualified, regionally licensed, and experienced personnel such as Medical Directors and Officers, Staff Physicians, Physician Assistants, Chief, Charge, and Staff Nurses, Nurse Practitioners, and Medical Secretaries, to adequately staff locations for the required services. In the contractors management plan a description of the proposed staffing with accessible hours will be provided for each unit. The contractor shall articulate the purpose of the mix of skills recommended and acknowledge position mix will provide adequate coverage to the servicing unit. The Contractor shall be responsible for certifying that they meet all personnel qualifications. Validation of certification shall be submitted for acceptance (citing all recommended staffing) prior award.
- 2. All personnel, back-up personnel, management, and supervisors' necessary credentials, such as resumes, licenses, and certification associated with his or her position in their proposal shall be provided to the Contracting Officer (CO). In the performance of the contract, the contractor shall utilize only the personnel set forth in the contractor's proposal including proposed back-up personnel. The Contracting Officer's Technical Representative (COTR) shall be advised, in writing, whenever key staff members (as indicated below) are absent.

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KEY PERSONNEL

Key personnel are understood to be those individuals for whom resumes were submitted as part of the proposal to this solicitation. Any substitution in the key personnel, temporary or permanent shall be replaced by those persons whose resumes and credentials were submitted with this proposal as back-up personnel and who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with the back-up personnel clause below.

BACK-UP PERSONNEL

Health and Wellness

In the absence of key personnel listed, the COTR shall receive prior written notification when key personnel are absent. Prior to utilizing other personnel specified in the initial proposal, the CO and the COTR shall be notified no later than 30 days in advance and shall submit justification, resume, license, and certifications to the Contracting Officer for approval. Prior to removing, replacing, or diverting the key personnel, the Contractor shall promptly notify the Contracting Officer. All proposed substitutions shall be submitted to the Contracting Officer, in writing, for approval at least 30 calendar days in advance of the proposed effective date. All requests for substitutions must have a complete resume of the proposed substitute, and any other information requested by the Contracting officer. All substitutions must have equal or better qualifications than those of the person they are replacing. If the substitution is necessitated by sudden illness, death, or termination of employment, notice shall be made as soon as is reasonably permissible.

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STATEMENT OF OBJECTIVE, Part 2 Fitness Center

PLACE OF PERFORMANCE

The place of performance is Department of Veterans Affairs Central Office physical fitness facility located at 810 Vermont Avenue., NW, Washington, DC. It shall be open Monday through Thursday from 6 a.m. to 7 p.m., and Friday, 6 a.m. to 6 p.m., except Federal Government holidays, building closures, or early dismissals. The Fitness Center shall not be closed at lunchtime unless specific approval is received from the Contracting Officer's Technical Representative (COTR). In the event VA Central Office must close for the entire day or delay opening due to weather conditions, an announcement will be broadcast on local TV and radio stations.

SCOPE OF WORK

The Contractor shall provide the necessary personnel and management required to operate the Fitness Center. These services will be available for approximately 300-450 employees, and authorized non-VA persons that are currently utilizing the facility per month with an average of 80-100 Individuals utilizing the facility daily. The Contractor will be required to maintain accurate and complete fitness records, provide supplies, coordinate DVA equipment purchases, and oversee special fitness programs sponsored by DVA (National Fitness Month, Race for the Cure, etc). These services will be available to approximately 2,900 VA Central Office employees and authorized non-VA personnel utilizing the fitness center.

OBJECTIVES

1. The following objectives are mandatory:
 - a. Ensure that the Fitness Center provides professional physical fitness oversight and advice to members utilizing the facility.
 - b. Monitor (supervise) individuals utilizing the Fitness Center, provide training to new members on equipment usage. On a regular basis, check with those users who have unique physical conditions identified by the VA Central Office's Health and Wellness Center or prescribed by private care givers. Develop upon request, individual exercise programs for members.
2. The selected contractor will provide all resources necessary to accomplish the objectives as described in this SOO except as may be otherwise noted. The vendor is to;
 - a. Provide observation and supervision of participants while exercising to avoid excess stress
 - b. Keep a medical history record of all individuals utilizing the Fitness Center (self assessment of physical capabilities, and stress test)
 - c. Coordinate, develop, and promote exercise classes on a daily basis as deemed necessary (e.g., step, jazzercise, aerobic classes)
 - d. Advertise, coordinate, and, participate in any special programs that VA may be involved in

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to promote physical fitness (e.g., National Fitness Month, Presidential Physical Fitness, Race for the Cure, walk- a-thon, etc.).

- e. Maintain the exercise and electronic equipments to ensure they are in proper working condition, gauges and indicators calibrated, and maintained regularly
- f. Provide bi-weekly local athletic opportunities (e.g., walking, running, biking, swimming, etc.). Act as a facilitator and central place for exchange of information between VA employees for softball leagues, and other fitness activities in Washington, DC.
- g. Have the know-how to administer first aid, and display the established methods for obtaining medical assistance and transferring a person with a serious illness or injury to a hospital
- h. Maintain an accurate sign in sheet

DELIVERABLES

1. The Contractor shall submit a Monthly Work Achievement Report before the 10th of each month to the COTR. The report should at minimum contain the following information:
 - a. Total visits to the Fitness Center.
 - b. Average daily visits to the Fitness Center.
 - c. Fitness orientation/assessments completed.
 - d. Fitness Reassessments completed.
 - e. Individual employees using the Fitness Center that month.
 - f. Regular Users that month.
 - g. Average number of employees at peak period.
2. Action Reports - The Contractor may prepare action reports on the work performed under this contract when considered appropriate by the Contractor, due to special findings or upon the completion of a phase of work. Action reports relative to the work performed under this contract may be published by the Contractor in technical journals or presented at technical meetings, provided that information copies are submitted to the COTR 30 days in advance of the publication along with the name of the technical journal or group to which the information is presented.
3. Contractor End of Period Report - The Contractor shall submit a end of period report 45 days before the beginning of each option year. This report shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The VA will review the Contractor's report as part of their evaluation of the Contractor's management during the period.
4. Final Report -The Contractor shall submit a final report 45 days before the beginning of each option year. This final report shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The VA will review the Contractor's self-assessment as part of their evaluation of the Contractor's management during the period.

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5. Annual Equipment Replacement Report - The Contractor shall submit an annual report to the COTR indicating the condition of all Government furnished equipment as listed in this contract, and shall make recommendations for repair or replacement of the equipment as appropriate.

PERSONNEL QUALIFICATIONS

- a) The Contractor shall provide required services, at minimum, fully qualified, regionally licensed, and experienced personnel such as, but not limited to, gym instructors and or trainers.
- b) On a quarterly basis, the contractor shall require contract personnel to pass a standard fitness test (e.g., endurance, strength, agility, and flexibility). This shall ensure that contractor personnel are knowledgeable in the use of equipment located at the Fitness Center; In addition, these standards of physical conditioning will ensure contractor staff is able to participate in most walking, running, biking, etc. for the various fitness programs VA may be involved in. Finally, Contractor personnel should be familiar with jogging and bike trails in Washington, DC.

CONTRACTOR FURNISHED PROPERTY/MATERIALS

- a) The Contractor shall be responsible for purchasing and providing identifying uniforms (e.g., collared knit shirts with company color, name/logo, and gym pants/shorts) that will distinguish its staff as fitness center personnel versus Government employees utilizing the Fitness Center.
- b) The Contractor shall be responsible for any miscellaneous supplies required in the Fitness Center (e.g., paper and toner for personal computer printer, general office supplies, cleaning supplies, water, etc.).

Note: The contractor is not required to provide the "brand names" listed above. Comparable brands (e.g. generic supplies with the same specifications and/or ingredients) will be adequate for the supplies provided under this contract.

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GOVERNMENT FURNISHED FACILITIES/UTILITIES/PROPERTY FOR HEALTH AND FITNESS OPERATIONS

GOVERNMENT FURNISHED FACILITIES.

The Government shall provide, at no cost to the Contractor, existing facilities to operate and use in the performance of this contract. The Contractor shall assume responsibility and accountability of such facilities provided for his/her use and shall take adequate precautions to prevent hazardous work environment. The Contractor shall obtain written approval from the COR prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the Contract, all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on his/her part, or on the part of his/her employees.

The Contractor has the option to reject any or all Government furnished property. However, if use of Government furnished property is rejected, Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to Government. The Contractor also has the option to return any Government furnished property found not needed in performance of contract work. Such returns, however, will not be refurnished if later found needed and shall not be cause for any non-performance of work or increase in contract price.

All Government-furnished property will be provided in an operable or "as is" condition and shall be used only in connection with performance under this contract consistent with applicable Federal, Department of Defense, Army and Virginia Environmental Act policies, standards, codes and directives.

GOVERNMENT FURNISHED UTILITIES

The Government will supply at no additional cost to the Contractor from existing sources, the Government Furnished facilities identified to include natural gas, electricity, water, and sewage utilities supporting those facilities. The Contractor shall be responsible for conserving these utilities and using them in the most efficient manner possible.

GOVERNMENT FURNISHED PROPERTY

The following Government Furnished Property (GFP) will be provided for the Contractors use under this contract. The Contractor shall be responsible for the cost of maintaining and repairing the following Government Furnished Property, including any additional equipment purchased under this contract. Additional Government Furnished Property is listed.

SEE ATTACHMENT 002

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PERMITS, LICENSES, AND INSURANCE

During performance of any contract awarded in response to this Solicitation, the Contractor shall maintain liability insurance coverage, from a carrier acceptable to the Department of Veterans Affairs, for all personal injuries, property damage and/or wrongful death arising from performance of the Contract. Prior to beginning performance, the Contractor shall provide the CO with certificates evidencing said insurance coverage. During performance of any contract awarded in response to this Solicitation, the Contractor shall indemnify and hold harmless the federal Government all claims for personal injury property damage and/or wrongful death arising from performance of the contract.

TRANSITION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to furnish phase-in training and exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The contractor shall prepare and submit a transition plan before the award date. The transition plan should indicate, among other things, how the contractor will implement a smooth, orderly, and timely transition of daily operations under the existing contract to the new contract's operations, which are defined herein, with a minimum of disruption to services at no cost to the Government. The transition period will commence upon contract award and will continue for the first ninety (90) business days of this contract. The transition plan shall provide the following information:

- Names and resumes of personnel assigned to the transition team.
- Schedule for completing the transition, including a training plan. Transition must be completed with ninety (90) business days, or whatever lesser time the Government determines to be appropriate, after the contracting officer orders the transition to commence.
- The method by which the contractor plans to accomplish the transition in a smooth, orderly and timely manner.
- A comprehensive five (5) year plan for required new or replacement equipment (considering specifications, quality and cost) in the VA's Health and Wellness Center.

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Contract Administrative Data

The Office of administration will retain all contract functions. After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to the attention of the Contracting Officer.

Contracting Officer (CO)

Name: Chris Burroughs

Address: Department of Veterans affairs
Office of acquisition and Material Management (049A3F)
810 Vermont Avenue, N.W
Washington, DC 20420

Phone: (202) 273-8765

Email: chris.burroughs@va.gov

Contracting Officer Technical representative (COTR)

To be named upon contract award

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METRICS

TASKING	STANDARD	MEASUREMENT	INCENTIVE/DISINCENTIVE
Proper staffing	In accordance with the approved operation plan	Random sampling or customer complaint IAW the QASP	Incidents of failure to staff will result in: written warning or reduction in invoice for the period and or posting report of incident to HHS and related federal contractor sites. Depending on nature of incident. No incentive for proper staffing.
Reports	In accordance with the approved SOO schedule.	Received within 5 days of incident or discovery as determined by SOO.	Failure to submit reports will result in: 1 st – written warning (COTR) 2 nd – written warning (CO) 3 rd – Show Cause issued
Supplies (maintaining appropriate inventory)	In accordance with the approved operation plan	Random review of the inventory logs/random sampling or customer complaint IAW the QASP	Failure to maintain appropriate inventory will result in: 1 st – written warning (COTR) 2 nd – written warning (CO) 3 rd – Show Cause issued

Note: All incentives and the final application of metrics are subject to negotiation. Award will include negotiated metrics.

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SOLICITATION PROVISIONS

52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (IAW FAR 12.301(b)(1))	JAN 2006
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Instructions to Offerors—Commercial Items. (Jan 2006) (Tailored)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) “Remit to” address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(12) Submission of offerors/Proposal Organization and Content (Addendum)

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

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(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L’Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency. (End of provision)

ADDITION INFORMATION (ADDENDUM)

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ADDITIONAL INFORMATION TO OFFERORS – COMMERCIAL ITEMS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.agnet.gov. 852.252-1 *Provisions or clauses requiring completion by the offeror or prospective contractor*. The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies of clauses incorporated from the Department of Veterans Affairs Regulation FAR Supplement may be obtained via the internet at <http://vaww1.va.gov/oamm/vaar>. Copies may also be obtained from the contracting officer.

PROPOSAL INSTRUCTIONS – COMMERCIAL ITEMS

SITE VISIT: June 16, 2006

Time 2:00 PM

All interested parties will meet at the entrance of 810 Vermont Ave NW Washington DC main entrance.

Travel instructions: McPherson Square metro stop (orange line) Use White House exit

Additional historical information on services provided will be available during the site visit.

Please call: Maina Gakure (202) 273-7295/(202) 437-1899

QUESTIONS: June 19, 2006 All questions must be in writing. Send to: Chris.burroughs@va.gov, and maina.gakure@va.gov

CLOSING DATE: June 26, 2006 at 12:00 pm

1. In responding to this solicitation, offerors must prepare and submit an original and four (4) copies of the documents comprising Volumes 1, 2 and 3. Proposal must be complete at the time of submission. Failure to submit a complete proposal by the closing date may result in the proposal being determined late and given no further consideration for award. Proposal will be evaluated in accordance with the criteria in FAR 52.212-2, Evaluation – Commercial Items.

2. Offerors shall submit signed and dated offers to the office designated at or before the time specified on the Standard Form 1449 of this solicitation. **Volume I** – Offeror's shall submit Volume 1 consisting of three (3) sections to include Proposals for Technical Capabilities; Management Plan and Quality Control; and Staffing Plan

A. Technical Capability – Offeror's must submit a proposal addressing the technical capabilities that include occupational health, health and welfare screening and fitness. When addressing technical capabilities, the proposals should provide evidence that the offeror knows, understands and is capable of conducting a comprehensive program of occupational health, wellness, fitness and a full service Employee Assistance Program which focuses on short term counseling, problem solving, referral and follow up services. This would include but is not limited to providing an organizational structure and plan to provide services, procedures for generating required reports; quality control procedures; specific work performance methods and procedures for each task; and supervisory controls.

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B. Management and Quality Control - Offeror's must submit a demonstrated approach to and procedures for managing and controlling each of the services identified in the Statement of Objectives, e.g., reporting structure, site(s) coverage, and record maintenance, establishing and new satellite unit, etc. The Government will analyze each offeror's proposed management plan for coverage of all sites, including hours of operation, quality control, inventory plan and plan to replenish medical supplies, record maintenance, handling medical emergencies, ability to establish new satellite health units, responding to VA 's concerns/complaints/disciplinary actions and reporting structure.

C. Staffing Plan - The offeror shall provide resumes and letters of commitment for all proposed key staff that will be involved in this project and their roles and responsibilities. Resumes will be analyzed to determine the capability of the personnel to meet the requirements of the solicitation and to provide the specialized skills that will add value to the performance of the resulting contract. The resumes, as well as any for any replacement personnel shall be no longer than three (3) pages and contain the following:

- Full name;
- Job title for which the person is proposed;
- Education qualifications;
- Chronological work experience for the last five years
- A brief narrative description of work experience;
- At least three (3) Government or commercial references, and;
- A dated and signed statement by the individual certifying that all information on the resume is accurate.

Volume II - Past Performance – Offerors proposal shall consist of the following;

The offeror shall identify three (3) contracts /task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three (3) years. Relevant is defined as work similar in type, complexity and , magnitude of the work described in this Statement of Objectives. The Offeror is requested to provide the Government a summary profile of the recent contracts and provide the references cited with a copy of the Past Performance Questionnaire in Attachment 001, Section IV, of the solicitation. References shall be instructed to send the completed past performance questionnaire via email to the Contract Specialist and Contracting Officer at the following addresses; chris.burroughs@va.gov no later than Jun 13, 2006. Please show the RFP number in the subject line.

Provide the following information for both the Offeror and any proposed major subcontractor (those performing more than 20% of the estimated dollar value of work in the price proposal);

- The name and address of the organization for which the services were performed; the name and current telephone number of the responsible technical and contractual representative of the organization; the contract number, a brief description of the services provided, including the length of performance and the total dollar amount
- In addition, explain how the reference applies to this solicitation's Statement of Objectives. VA may use this information to contact representatives to obtain information regarding your performance.
- Briefly explain how well you met contract quality and schedule requirements.

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- List any contract under which you received either a cure notice or show cause letter, or was terminated for default or convenience of the Government within the last 3 years. Briefly explain the fact and circumstances in such instance.

The Government may also consider information obtained through other sources, such as Government databases in its evaluation.

Volume – III Price Proposals

(1) The Price Proposal shall include prices for all labor categories set forth in the contractor's management and staffing plan. The Offeror shall submit information in support of material provided under the AD HOC CLIN such as ODC handling charges. Pricing for all labor categories will be fully loaded as required for commercial services.

(2) An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency between promised performances, the technical proposal, identified personnel resources and price must be explained in the proposal. For example, the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost, that must be stated in the proposal. Any inconsistency if unexplained, may raise a fundamental question of the Offeror's understanding of the nature of the scope of the work required and may adversely impact the Offeror's standing upon evaluation.

(3) Contractors should include in the submission for the AD HOC CLIN rates that include overtime or other required compensation. Failure to provide such rates that result in a reduction of profit as the minimum compensation for wage determination is mandatory and the rates will be fixed for all applications.

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Solicitation Labor Category

Lead Nurse
Staff Nurse
Medical Secretary
Fitness Center Coordinator
Fitness Center Assistant

Wage Determination Category

Registered Nurse IV
Registered Nurse II
Medical Records Technician
Recreation Specialist
Recreation Specialist

The following labor categories are administrative/professional labor categories as defined by FAR 22.1101: Medical Director, Staff Physician, and the Employee Assistance Program Counselor. FAR 22.1103 require that all negotiated service contracts over \$500,000 with meaningful numbers of professional employees require Offerors to submit for evaluation a professional compensation plan. FAR 52.222-46 Evaluation of Compensation for Professional Employees, incorporate by reference, requires that the Offeror submit and the Government evaluate the Offeror's professional compensation plan. This provision requires that Offerors submit for evaluation a total compensation plan setting forth proposed salaries and fringe benefits for professional employees working on the contract. Supporting information will include data, such as recognized nation and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. Plans indicating unrealistically low professional employee compensation may be assessed adversely as one of the factors considered in making an award.

5. Written Technical Proposal Instructions

The written technical proposal should adhere to the following specific format. These directions assist in providing a fair and equitable evaluation of all proposals. The Government may determine those proposals not following the directions as unacceptable and may be rejected from further consideration.

Written technical proposal addressing approach for the overall requirement:

- Shall be a maximum of forty (40) pages
- Every page shall be sequentially numbered; and
- Page numbers shall be centered in the bottom margin, above any proprietary data statement.

NOTE: The offeror may use a one-page cover letter; however, it will not be counted against the 40-page limitation and will not be evaluated. The written technical proposal shall be limited to fifteen (15) pages with no more than three (3) pages for each resume per key personnel. In the event the resumes do not total fifteen (15) pages, offerors may add the remaining pages to their written technical proposal to address corporate experience and past performance.

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52.212-1 EVALUATION-COMMERCIAL ITEMS
(IAW FAR 12.301(b)(1))

JAN 2006

52.212-2 Evaluation—Commercial Items. (Jan 2006)

Evaluation—Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government intends to conduct a source selection in accordance with competitive negotiated source selection procedures contained in Federal Acquisition (FAR) Part 15. The Government anticipates awarding a contract based on initial proposals and does not plan to conduct discussions. The Government will evaluate initial proposals in accordance with criteria listed below. Based on the ratings of each proposal against all evaluation criteria, the Government will identify the most highly-rated proposal. The government will apply the following tailored evaluation criteria to identify the best value proposal. The evaluation criteria represent key areas of importance to be considered in the source selection decision. Evaluation will include the determination of strengths and weaknesses for each element/factor. In accordance with FAR 15.306(a), Offerors may be given the opportunity to clarify certain aspects of their proposal or to resolve minor or clerical errors. Any proposal that does not substantially and materially comply with all of the requirements of this solicitation will be rejected and not considered for further evaluation. Rejection of a proposal on this basis does not constitute creation of a “competitive range.” The following factors shall be used to evaluate offers:

- Volume I**
 - A Technical Capability**
 - B Management Plan/Quality Control**
 - C Staffing Plan**
- Volume II**
 - D Past Performance**
- Volume III**
 - E Price**

Technical Factors are more important than Past Performance and Price. Technical Capability, Management Plan and Quality Control, and Staffing Plan are all of Equal Importance. Technical Factors and Past Performance, when combined, are significantly more important than Price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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EVALUATION CRITERIA FOR AWARD (Addendum)

(1) TECHNICAL EVALUATION FACTOR

The award of a contract will be made to the responsive, responsible Offeror whose proposal provides the best overall value to the Government, price and technical factors considered. The technical factors are: technical capability, management plan/quality control, and staffing plan. The none price factors (Technical Capability, Management Plan and Quality Control, Staffing Plan) and Past Performance, when combined, are significantly more important than price. The Government's objective is to obtain the highest technical quality with a realistic and reasonable price. The none priced technical factors and past performance evaluation factors are significantly more important than price; however, between proposals that are evaluated as technically equal in quality, price will become a major consideration in selecting the successful Offeror. Qualifying proposals will be carefully evaluated on the evaluation criteria set forth in this section. Offerors shall submit information sufficient to permit a comprehensive evaluation of their proposals based on the evaluation criteria in this section.

(a). Technical Capability Factor - Offeror's proposed technical approach describing how they intend to successfully accomplish the efforts described in the Statement of Objectives, including the Offeror's utilization of available resources will be evaluated for validity, completeness, and adequacy. The focus will be to determine (the degree of) each Offeror's understanding of the Government's requirements and the likelihood for successful performance under the resulting contract. In addition, the Government will evaluate each Offeror's corporate experience and the specifics in managing occupational health programs as outlined in the Proposal Instructions (FAR 52.212-1), Instructions to Offerors, for completeness and adequacy to accomplish the technical efforts associated with the requirements of the Statement of Objectives.

(b) Management Plan and Quality Control Factor- The Government will evaluate the proposed Human Resource Management plan, responsiveness to the Government's requirements without undue staff functional overlaps, adequate resources and operational procedures for recruiting, training, security clearance processing, and management of subcontractors. The Government will also assess the following:

- Understanding of the objective, including creativity and thoroughness shown in understanding the objectives of the SOO and specific tasks, and planned execution of the project.
- Evidence of specific methods and techniques for completing each discrete task, to include such items as quality control, and customer service as detailed in the Statement of Objectives.
- Ability to address anticipated potential problems areas.
- Degree to which the Offerors Management Plan demonstrates an understanding of the occupational health, wellness, and fitness programs.

(c) Staffing Plan Factor – Personnel qualification by assessing the following;

- The currency, quality and depth of experience of individual personnel in working on similar projects. Similar projects must convey similarity in topic, dollar, workload, duration, and complexity.
- Quality and depth of education and experience.

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(2) EVALUATION OF PAST PERFORMANCE

(d). Past Performance. The Offeror shall be evaluated on performance under existing and prior contracts for similar services on recent (within 3 years), relevant contracts. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Government will contact references to obtain additional information. References other than those identified by the Offeror may be contacted by the Government, with the information received used in the evaluation of the Offeror's past performance. An Offeror with no past performance information will receive a neutral rating (i.e., the rating will not add to or detract from its rating).

The Government will evaluate past performance quality the following factors.

Explanation
Based on the Offeror's record of past performance, no issues, concerns, or risks are associated with receiving quality timely services and contract performance. Past performance surveys and the Offeror's experiences indicate that the Offeror is capable of exceeding the requirements of the orders issued under the contract.
The Offeror's record of past performance indicates there is very little risk associated with receiving quality, timely services and work products and full contract performance. Past performance surveys and the Offeror's experience indicate the Offeror will meet or exceed the requirements of the orders issued under this contract.
The Offer's record of past performance indicates that there is some potential risk associated with receiving quality, timely services, and contract performance. Past performance surveys and the Offeror's experience indicate the Offeror may have some problems during performance of orders issued under this contract.
The Offeror's record of past performance indicates that there are significant risks associated with receiving quality, timely services, and contract performance. Past performance surveys indicate lack of customer satisfaction and the Offeror's experiences indicate the Offeror will be likely to have several major problems during performance of orders issued under this contract.

(3) EVALUATION OF PRICE

Capability	Strengths	Weaknesses	Past Performance
The proposal exceeds requirements and clearly demonstrates the Offeror's capability to deliver exceptional performance.	There are numerous strengths that are of direct benefit to the Government.	Weaknesses are considered insignificant and have no apparent impact to the program.	REFER TO RATING TABLE BELOW
The proposal is satisfactory; the Offeror is capable of meeting performance requirements.	Some strengths exist that are of benefit to the Government; the strengths clearly offset weaknesses.	A few weaknesses exist; they are correctable with minimal Government oversight or direction.	REFER TO RATING TABLE BELOW
The proposal is minimally adequate; the Offeror is most	Few strengths exist that are of benefit to the Government; the	Substantial weaknesses exist that may impact the program; they are	REFER TO RATING TABLE BELOW

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likely able to meet performance requirements.	strengths do not offset the weaknesses.	correctable with some Government oversight and direction.	
The proposal is highly inadequate; the Offeror cannot meet performance requirements.	There are no beneficial strengths.	Numerous weaknesses exist that are so significant that a proposal re-write is not feasible within a suitable timeframe.	REFER TO RATING TABLE BELOW.

Price will not be evaluated using adjectival ratings.

(4). FINAL PROPOSAL REVISION

The Contracting Officer may elect to have discussions with Offerors if award is not made on the basis of the initial proposals. At the conclusion of discussions with the Offerors in the competitive range, the Offerors shall be requested to provide a final proposal revision providing an opportunity to present any final adjustment to proposals. The Offeror(s) will be informed, in writing, of the closing date of discussions and will be the final date that revisions, changes, or additions to initial offers will be accepted by the Government. Award will be based on the final proposal revision.

(5). FINANCIAL CAPACITY

The Government will analyze financial capacity based upon the Offeror's documentation to undertake the proposed project, review of past performance and other factors as outlined in FAR 9.1, Responsible Prospective Contractors. The Government may request additional information on financial resources and performance capability from the Offeror in order to evaluate the Offeror's ability to perform on the proposed contract. The contracting officer will use a Dunn and Bradstreet report as part of this analysis.

(6). BEST VALUE SOURCE SELECTION DECISION

Award will be made to the offeror whose proposal, conforming to this solicitation, is determined to be most advantageous and offers the best value to the Government, price and other factors considered. In determining which proposal offers the greatest value or advantage to the Government, overall technical merit will be considered more important than price or cost. The degree of importance of price or cost as an evaluation factor will increase with the degree of equality in the technical proposals. Between acceptable proposals with a significant difference in technical rating, a determination will be made as to whether the additional technical merit or benefits reflected by a higher priced proposal warrant payment of the additional price or cost.

52.212-3 Offeror Representations and Certifications—Commercial Items

Offerors are to go to the Web site for completing the Representations and Certifications

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ATTACHMENTS TO SOLICITATION

ATTACHMENT 001

PAST PERFORMANCE QUESTIONNAIRE

Department of Veterans Affairs

Christopher Burroughs
Contracting Officer
810 Vermont Avenue, NW
Washington, DC 20420
Tel: (202) 273-8765
Fax: (202) 273-7095

FAX

TO: _____ AGENCY: _____

PHONE: _____ FAX: _____

INFORMATION REQUEST: PAST PERFORMANCE

This office is currently in the process of awarding a competitive service contract. [CONTRACTOR NAME] has provided your name and organization as a reference regarding [CONTRACTOR'S NAME] record of past performance under Contract No. [CONTRACT NO.]. Specifically, we are looking for past performance information regarding the following areas:

- Quality of Technical Services: Describe Offeror's performance with respect to: compliance with user requirements, including responsiveness to changing user requirements; achievement of project objectives; use of innovative technical, contractual, or business approaches; and accuracy and thoroughness of reports and documentation.
- Compliance with Contract Provisions and Adherence to Contract Schedules: Describe the extent to which the Offeror complied with Task/Delivery Order and Contract Provisions, including: administrative requirements; adherence to contract schedules (including interim project milestones); completed work efforts on time; and provision of accurate and timely contract management reports, including progress and financial reports.
- Cooperative Behavior: Describe the effectiveness of the Offeror in maintaining a reasonable and cooperative attitude throughout contract performance with the customer, teaming partners, and other contractors or subcontractors; and provide a description of any actions taken on the part of the Offeror to foster a cooperative environment among teaming partners, and other contractors or subcontractors.
- Cost Management: Describe the Offeror's record of containing costs and accurately forecasting costs on cost reimbursable contracts. If the contract was a fixed-price contract, or included fixed-price tasks or delivery orders, describe how the Offeror delivered the level of quality goods and

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services agreed to in a timely manner for the fixed-price; and describe the extent to which the Offeror was responsible for changes to the fixed-price contract or tasks/delivery orders.

- Commitment to and Business-like Concern for the Interests of the Customer: Describe the degree and extent to which the Offeror demonstrated a corporate commitment toward the project or program in terms of providing required, fully trained and skilled personnel, facilities, and other applicable support to ensure an efficient and smooth operation. Describe the extent to which the Offeror demonstrated its ability to call upon corporate resources to fulfill urgent or unusual requirements.
- Customer Satisfaction: Describe the customer's overall satisfaction with the Offeror's service in terms of providing high quality products and services in a timely and cost-effective manner.
- Corporate Commitment: Describe the degree to which the Offeror's corporate management provided support to the contract team to facilitate meeting contract requirements, as well as the extent to which the Offeror honored commitments to providing value-added corporate support promised in its proposal.

In order for our team to compile its evaluation, we request that you complete the attached survey form and/or fax any pertinent information to our address above or via facsimile to the number above.

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CONTRACTOR PERFORMANCE EVALUATION SURVEY

CONTRACTOR NAME:_____ CONTRACT NUMBER:_____

EVALUATION PERIOD:_____ DELIVERY ORDER NO.:_____

CONTRACTING OFFICERS REPRESENTATIVE:

Name (print) Code Phone

Please read the statements below, indicating your relative level of agreement in the box provided, by placing a check under 1 for STRONGLY DISAGREE, under 2 for DISAGREE, under 3 for SOMEWHAT AGREE, 4 for AGREE, and 5 for STRONGLY AGREE.

NOTE: For statements indicating “Strongly Disagree” or “Strongly Agree,” please provide a brief explanation on the attached page.

	1	2	3	4	5
--	---	---	---	---	---

a.) QUALITY OF PRODUCT OR SERVICE:

- (1). The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship including being compliant with user requirements, including: responsiveness to changing user requirements; achievement of project objectives; use of innovative technical, contractual, or business approaches; and accuracy and thoroughness of reports and documentation.
- (2) The Contractor utilized personnel that were appropriate to the effort performed

b.) COMPLIANCE WITH CONTRACT PROVISIONS AND SCHEDULES:

- (1) The Contractor performed the effort within the estimated cost/price
- (2) The Contractor submitted accurate invoices on a timely basis
- (3) The Offeror complied with Task/Delivery Order and Contract Provisions, including: administrative requirements; adherence to contract schedules (including interim project

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	1	2	3	4	5
milestones); completed work efforts on time; and provided accurate and timely contract management reports, including financial reports.					

c.) COOPERATIVE BEHAVIOR:

(1) The Offeror maintains a reasonable and cooperative attitude throughout contract performance with the customer, teaming partners, and other contractors or subcontractors

(2) The Contractor was responsive to technical and/or contractual direction

d.) BUSINESS RELATIONSHIPS AND COST MANAGEMENT :

(1) The Contractor demonstrated effective management over the effort performed

(2) The Contractor maintained an open line of communication so that the COR and/or Technical Point of Contact were apprised of technical, cost, and schedule issues

(3) The Contractor demonstrated a corporate commitment toward the project or program in terms of providing required, fully trained and skilled personnel, facilities, and other applicable support to ensure an efficient and smooth operation.

(4) The Contractor promptly notified the Contracting Officer's Representative, Technical Point of Contact, and/or Contracting Officer in a timely manner regarding urgent issues and demonstrated its ability to call upon corporate resources to fill urgent or unusual requirements

(5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues

(6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors

(7) The Contractor demonstrated effective cost containment and forecasting on cost reimbursement contracts AND/OR delivered quality goods and services in a timely manner in

[illegible]

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	1	2	3	4	5
fixed price contracts (8) The Contractor was responsible for most changes to the fixed price contract, tasks, or delivery orders.					
<u>e.) CUSTOMER SATISFACTION:</u>					
(1) The products/services provided adequately met the needs of the program					
(2) The Contractor was able to perform with minimal or no direction from the COR or the Technical Point of Contact					
(3) I am satisfied with the performance of the Contractor under this effort					
<u>f.) CORPORATE COMMITMENT:</u>					
(1). <u>Corporate Commitment:</u> The Offeror's corporate management provided support to the contract team to facilitate meeting contract requirements.					
(2) The Offeror honored commitments to providing value-added corporate support promised in its proposal.					

NOTE: For statements indicating "Strongly Disagree" or "Strongly Agree," please provide a brief explanation on the following page.

NARRATIVE EXPLANATION

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GOVERNMENT FURNISHED PROPERTY

ATTACHMENT 002

Page 1 of 1

See attachment 002 for complete inventory of all locations

WAGE DETERMINATION

ATTACHMENT 003

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94-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (34) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 34
Date Of Revision: 05/23/2005

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupa

01011 - Accounting Clerk I

12.16

01012 - Accounting Clerk II

12.86

01013 - Accounting Clerk III

14.89

01014 - Accounting Clerk IV

16.65

01030 - Court Reporter

17.02

01050 - Dispatcher, Motor Vehicle

16.50

01060 - Document Preparation Clerk

12.75

01070 - Messenger (Courier)

10.23

01090 - Duplicating Machine Operator

12.75

01110 - Film/Tape Librarian

15.10

01115 - General Clerk I

11.68

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01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	8.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95

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05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	07000 - Food
Preparation and Service Occupations	
(not set) - Food Service Worker	9.91
07010 - Baker	12.25
07041 - Cook I	11.53
07042 - Cook II	12.79
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.3
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18

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13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	21000 - Material
Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93
21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	23120 - Bicycle
Repairer	14.43
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

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following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Health Insurance Portability and Accountability Act(HIPAA) of 1996

ATTACHMENT 004

The contractor shall adhere to the guidelines as stated herein:

Code of Federal Regulations, Title 45, Volume 1, Revised as of October 1, 2002

TITLE 45--PUBLIC WELFARE
AND HUMAN SERVICES

PART 160--GENERAL ADMINISTRATIVE REQUIREMENTS--Table of Contents

Subpart A--General Provisions

Sec. 160.103 Definitions.

Except as otherwise provided, the following definitions apply to this subchapter:

Act means the Social Security Act.

ANSI stands for the American National Standards Institute.

Business associate: (1) Except as provided in paragraph (2) of this definition, business associate means, with respect to a covered entity, a person who:

(i) On behalf of such covered entity or of an organized health care arrangement (as defined in Sec. 164.501 of this subchapter) in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, performs, or assists in the performance of:

(A) A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or

(B) Any other function or activity regulated by this subchapter; or

(ii) Provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial,

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accounting, consulting, data aggregation (as defined in Sec. 164.501 of this subchapter), management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of individually identifiable health information from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

(2) A covered entity participating in an organized health care arrangement that performs a function or activity as described by paragraph (1)(i) of this definition for or on behalf of such organized health care arrangement, or that provides a service as described in paragraph (1)(ii) of this definition to or for such organized health care arrangement, does not, simply through the performance of such function or activity or the provision of such service, become a business

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associate of other covered entities participating in such organized health care arrangement.

(3) A covered entity may be a business associate of another covered entity.

CMS stands for Centers for Medicare & Medicaid Services within the Department of Health and Human Services.

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Compliance date means the date by which a covered entity must comply with a standard, implementation specification, requirement, or modification adopted under this subchapter.

Covered entity means:

- (1) A health plan.
- (2) A health care clearinghouse.
- (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.

EIN stands for the employer identification number assigned by the Internal Revenue Service, U.S. Department of the Treasury. The EIN is the taxpayer identifying number of an individual or other entity (whether or not an employer) assigned under one of the following:

- (1) 26 U.S.C. 6011(b), which is the portion of the Internal Revenue Code dealing with identifying the taxpayer in tax returns and statements, or corresponding provisions of prior law.
- (2) 26 U.S.C. 6109, which is the portion of the Internal Revenue Code dealing with identifying numbers in tax returns, statements, and other required documents.

Employer is defined as it is in 26 U.S.C. 3401(d).

Group health plan (also see definition of health plan in this section) means an employee welfare benefit plan (as defined in section 3(1) of the Employee Retirement Income and Security Act of 1974 (ERISA), 29 U.S.C. 1002(1)), including insured and self-insured plans, to the extent that the plan provides medical care (as defined in section 2791(a)(2) of the Public Health Service Act (PHS Act), 42 U.S.C. 300gg-91(a)(2)), including items and services paid for as medical care, to employees or their dependents directly or through insurance, reimbursement, or otherwise, that:

- (1) Has 50 or more participants (as defined in section 3(7) of ERISA, 29 U.S.C. 1002(7)); or
- (2) Is administered by an entity other than the employer that established and maintains the plan.

HHS stands for the Department of Health and Human Services.

Health care means care, services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:

- (1) Preventive, diagnostic, therapeutic, rehabilitative,
- (2) maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
- (2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

Health care clearinghouse means a public or private entity, including a billing service, repricing company, community health management information system or community health information system, and "value-added" networks and switches, that does either of the following functions:

- (1) Processes or facilitates the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction.
- (2) Receives a standard transaction from another entity and processes or facilitates the processing of health information into nonstandard format or nonstandard data content for the receiving entity.

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Health care provider means a provider of services (as defined in section 1861(u) of the Act, 42 U.S.C. 1395x(u)), a provider of medical or health services (as defined in section 1861(s) of the Act, 42 U.S.C. 1395x(s)), and any other person or organization who furnishes, bills, or is paid for health care in the normal course of business.

Health information means any information, whether oral or recorded in any form or medium, that:

- (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

Health insurance issuer (as defined in section 2791(b)(2) of the PHS Act, 42 U.S.C. 300gg-91(b)(2) and used in the definition of health plan in this section) means an insurance company, insurance service, or insurance organization (including an HMO) that is licensed to engage in the business of insurance in a State and is subject to State law that regulates insurance. Such term does not include a group health plan.

Health maintenance organization (HMO) (as defined in section 2791(b)(3) of the PHS Act, 42 U.S.C. 300gg-91(b)(3) and used in the definition of health plan in this section) means a federally qualified HMO, an organization recognized as an HMO under State law, or a similar organization regulated for solvency under State law in the same manner and to the same extent as such an HMO.

Health plan means an individual or group plan that provides, or pays the cost of, medical care (as defined in section 2791(a)(2) of the PHS Act, 42 U.S.C. 300gg-91(a)(2)).

(1) Health plan includes the following, singly or in combination:

- (i) A group health plan, as defined in this section.
- (ii) A health insurance issuer, as defined in this section.
- (iii) An HMO, as defined in this section.
- (iv) Part A or Part B of the Medicare program under title XVIII of the Act.
- (v) The Medicaid program under title XIX of the Act, 42 U.S.C. 1396, et seq.
- (vi) An issuer of a Medicare supplemental policy (as defined in section 1882(g)(1) of the Act, 42 U.S.C. 1395ss(g)(1)).
- (vii) An issuer of a long-term care policy, excluding a nursing home fixed-indemnity policy.
- (viii) An employee welfare benefit plan or any other arrangement that is established or maintained for the purpose of offering or providing health benefits to the employees of two or more employers.
- (ix) The health care program for active military personnel under title 10 of the United States Code.
- (x) The veterans health care program under 38 U.S.C. chapter 17.
- (xi) The Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) (as defined in 10 U.S.C. 1072(4)).
- (xii) The Indian Health Service program under the Indian Health Care Improvement Act, 25 U.S.C. 1601, et seq.
- (xiii) The Federal Employees Health Benefits Program under 5 U.S.C. 8902, et seq.
- (xiv) An approved State child health plan under title XXI of the Act, providing benefits for child health assistance that meet the requirements of section 2103 of the Act, 42 U.S.C. 1397, et seq.

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(xv) The Medicare+Choice program under Part C of title XVIII of the Act, 42 U.S.C. 1395w-21 through 1395w-28.

(xvi) A high risk pool that is a mechanism established under State law to provide health insurance coverage or comparable coverage to eligible individuals.

(xvii) Any other individual or group plan, or combination of individual or group plans, that provides or pays for

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the cost of medical care (as defined in section 2791(a)(2) of the PHS Act, 42 U.S.C. 300gg-91(a)(2)).

(2) Health plan excludes:

(i) Any policy, plan, or program to the extent that it provides, or pays for the cost of, excepted benefits that are listed in section

2791(c)(1) of the PHS Act, 42 U.S.C. 300gg-91(c)(1); and

(ii) A government-funded program (other than one listed in paragraph (1)(i)-(xvi) of this definition):

(A) Whose principal purpose is other than providing, or paying the cost of, health care; or

(B) Whose principal activity is:

(1) The direct provision of health care to persons; or

(2) The making of grants to fund the direct provision of health care to persons.

Implementation specification means specific requirements or instructions for implementing a standard.

Modify or modification refers to a change adopted by the Secretary, through regulation, to a standard or an implementation specification.

Secretary means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

Small health plan means a health plan with annual receipts of \$5 million or less.

Standard means a rule, condition, or requirement:

(1) Describing the following information for products, systems, services or practices:

(i) Classification of components.

(ii) Specification of materials, performance, or operations; or

(iii) Delineation of procedures; or

(2) With respect to the privacy of individually identifiable health information.

Standard setting organization (SSO) means an organization accredited by the American National Standards Institute that develops and maintains standards for information transactions or data elements, or any other standard that is necessary for, or will facilitate the implementation of, this part.

State refers to one of the following:

(1) For a health plan established or regulated by Federal law, State has the meaning set forth in the applicable section of the United States Code for such health plan.

(2) For all other purposes, State means any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, and Guam.

Trading partner agreement means an agreement related to the exchange of information in electronic transactions, whether the agreement is distinct or part of a larger agreement, between each party to the agreement. (For example, a trading partner agreement may specify, among other things, the duties and responsibilities of each party to the

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agreement in conducting a standard transaction.)

Transaction means the transmission of information between two parties to carry out financial or administrative activities related to health care. It includes the following types of information transmissions:

- (1) Health care claims or equivalent encounter information.
- (2) Health care payment and remittance advice.
- (3) Coordination of benefits.
- (4) Health care claim status.
- (5) Enrollment and disenrollment in a health plan.
- (6) Eligibility for a health plan.
- (7) Health plan premium payments.
- (8) Referral certification and authorization.
- (9) First report of injury.
- (10) Health claims attachments.
- (11) Other transactions that the Secretary may prescribe by regulation.

Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity.

[65 FR 82798, Dec. 28, 2000, as amended at 67 FR 38019, May 31, 2002]

Effective Date Note: At 67 FR 53266, Aug. 14, 2002, in Sec. 160.103, add the definition of ``individually identifiable health information'', effective Oct. 15, 2002. For the convenience of the user, the added text is set forth as follows:

Sec. 160.103 Definitions.

* * * * *

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

- (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - (i) That identifies the individual; or
 - (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

* * * * *

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BUSINESS ASSOCIATE AGREEMENT

Whereas, [_____] (Business Associate)

Name of Contractor or other entity

will provide/provides certain services to the Department of Veterans Affairs (Covered Entity), and, in connection with the provision of those services, the Covered Entity will disclose/discloses to Business Associate Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"); and

Whereas, VA is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 CFR 160.103, and

Whereas, [_____] , as a recipient of PHI

Name of Business Associate

from Covered Entity, is a "Business Associate" of the Covered Entity as the term "Business Associate" is defined in the HIPAA implementing regulations, 45 CFR 160.103; and

Whereas, pursuant to the Privacy and Security Rules, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§164.308(b), 164.314(a), 164.502(e), and 164.504(e), and as may be amended.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy and Security Rules. The term "Protected Health Information" or the abbreviation "PHI" shall include the term "Electronic Protected Health information" and the abbreviation "EPHI" in this Agreement. Attachment 5

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2. Ownership of PHI. PHI provided to Business Associate or created, gathered or received by Business Associate, its agents and subcontractors under this agreement is the property of Covered Entity.

3. Scope of Use and Disclosure by Business Associate of Protected Health Information and Electronic Protected Health Information

A. Business Associate shall be permitted to make Use and Disclosure of PHI that is disclosed to it by Covered Entity, or created, gathered or received by Business Associate on behalf of Covered Entity, as necessary to perform its obligations under this Agreement, and [_____],

contractor number or agreement description

provided that the Covered Entity may make such Use or Disclosure under the Privacy and Security Rules, and the Use or Disclosure complies with the Covered Entity's minimum necessary policies and procedures .

B. Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this Agreement or required by law, Business Associate may:

(1) use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate;

(2) make a Disclosure of the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to fulfill any legal responsibilities of Business Associate; provided, however, that the disclosures are Required By Law or permitted by Federal law and VA Policy and Business Associate has received from the third party written assurances that (a) the information will be held confidentially and Used or further Disclosure made only as Required By Law or for the purposes for which it was disclosed to the third party; and (b) the third party will notify the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;

(3) engage in Data Aggregation activities, consistent with the Privacy Rule; and

(4) de-identify any and all PHI created or received by Business Associate under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

4. Obligations of Business Associate. In connection with its Use and Disclosure of PHI received from Covered Entity or created, gathered or received on behalf of Covered Entity, Business Associate agrees that it will:

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- A. Use or make further Disclosure of PHI only as permitted or required by this Agreement or as Required By Law;
- B. Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Agreement;
- C. To the extent practicable, mitigate any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement;
- D. Promptly report to Covered Entity any Security Incident, or Use or Disclosure of PHI not provided for by this Agreement, of which Business Associate becomes aware;
- E. Require contractors, subcontractors or agents to whom Business Associate provides PHI to agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement, including implementation of reasonable and appropriate safeguards to protect PHI;
- F. Make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy and Security Rules, subject to any applicable legal privileges;
- G. If the Business Associate maintains PHI in a Designated Record Set, maintain the information necessary to document the disclosures of PHI sufficient to make an accounting of those disclosures as required under the Privacy Rule and the Privacy Act, 5 USC 552a, and within (15) days of receiving a request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or Covered Entity's Privacy Act System of Records;

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- H. If the Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within ten (10) days of receiving a written request from Covered Entity, make available PHI in the Designated Record Set or System of Records necessary for Covered Entity to respond to individuals' requests for access to PHI about them that is not in the possession of Covered Entity;
- I. If the Business Associate maintains PHI in a Designated Record Set or Privacy Act System of Records, within fifteen (15) days of receiving a written request from Covered Entity, incorporate any amendments or corrections to the PHI in the Designated Record Set or System of Records in accordance with the Privacy Rule and Privacy Act;
- J. Not make any Uses or Disclosures of PHI that Covered Entity would be prohibited from making.
- K. When Business Associate is uncertain whether it may make a particular Use or Disclosure of PHI in performance of this Agreement and the underlying agreement, the Business Associate will obtain the approval of the Covered Entity before making the Use or Disclosure.
- L. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality and integrity, and availability of the PHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule.
- M. Upon completion of the contract, the Business Associate shall return or destroy the PHI gathered, created, received or processed during the performance of this contract, and no data will be retained by the Business Associate, and any agents and subcontractors of the Business Associate. The Business Associate shall certify that all PHI has been returned to the Covered Entity or destroyed. If immediate return or destruction of all data is not possible, the Business Associate shall certify that all PHI retained will be safeguarded to prevent unauthorized Uses or Disclosures. **Until the Business Associate has completed certification, Covered Entity will withhold 15% of the final payment of the contract.**

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5. Obligations of Covered Entity. Covered Entity agrees that it:

- A. Has obtained, and will obtain, from Individuals any consents, authorizations and other permissions necessary or required by laws applicable to Covered Entity for Business Associate and Covered Entity to fulfill their obligations under this Agreement or the underlying agreement, [_____];
describe agreement or enter contract number
- B. Will promptly notify Business Associate in writing of any restrictions on the Use and Disclosure of PHI about Individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under this Agreement;
- C. Will promptly notify Business Associate in writing of any changes-in, or revocation of, permission by an Individual to use or disclose PHI, if such changes—or revocation may affect Business Associate's ability to perform its obligations under this Agreement or the underlying agreement.

6. Termination.

- A. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (1) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (2) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible;
 - (3) if neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of Health and Human Services.
- B. Automatic Termination. This Agreement will automatically terminate upon completion of the Business Associate's duties under the underlying agreement, or termination of that agreement by either party.

C. Effect of Termination.

- (1) Termination of this Agreement will result in cessation of activities by the Business Associate, and any agents or subcontractors of it involving PHI under this Agreement and [_____].
contract number or agreement name
- (2) Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created, gathered or received by Business Associate and its agents and subcontractors on behalf of Covered Entity under this Agreement. The Business Associate shall certify that all PHI has been returned to Covered Entity or destroyed. If immediate return or destruction of all PHI is not possible, the contractor further certifies that any data retained will be safeguarded to prevent unauthorized Uses or Disclosures.

SECTION V

7. Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the Privacy and Security Rules or other applicable law.

8. Survival. The obligations of Business Associate under section 6.C. (2) of this Agreement shall survive any termination of this Agreement.

9. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Other Applicable Law. This Agreement does not, and is not intended to, abrogate any responsibilities of the parties under any other applicable law.

11. In the event terms and conditions differ, the terms and conditions of the contract [_____] shall take precedence.

Contract number or agreement description

12. Effective Date. This Agreement shall be effective on _____.

VA [Enter Title of Business Associate]

By:
Name:
Title:
Date:

By:
Name:
Title:
Date: